

SECTION 13
NOTICE TO PROCEED, INSPECTION AND ACCEPTANCE

Notice to Proceed

A. In addition to the approval of street construction plans by the Division of Highways the following procedures must be fulfilled before the Division of Highways will issue a Notice to Proceed. Construction plan approval will be valid for two (2) years.

1. Submission of a letter agreement executed by the developer outlining construction procedures. The minimum length of street to be covered by said agreement shall be 1000 L.F. unless otherwise negotiated due to the size and character of the development. (Standard letter agreement for subdivision street construction is included at end of this section).
2. Approval and execution of the letter agreement by the Subdivision Engineer for the Division of Highways.
3. Submission by the developer and approval by the Division of Highways.
 - Reproducible set of the construction plans prepared on 22"x36" mylar, plus 3 paper prints.
 - Plans may be submitted initially for the entire subdivision, plus 3 paper prints
 - Reproducible copy of the title sheet signed and sealed by the engineer or surveyor responsible for the design showing the limits of the bonded segment in relation to all other streets within the subdivision.
 - Copy of construction contract between the developer and his contractor if applicable.
 - Cost estimate for each item of work shown on the construction plans
 - Construction access plan
 - Security agreement
4. A preconstruction conference scheduled by the District Engineer or his designee and attended by appropriate representatives of the Division of Highways, the developer, his engineer and contractor, utility firms and such other agencies as may be deemed appropriate. Items to be discussed at this meeting may include but are not limited to the following.
 - Utilities
 - Contractor and subcontractor
 - Source of supplies
 - Street construction schedule
 - Maintenance of traffic
 - removal of unsuitable materials
 - Construction access

5. Notice to Proceed will be issued by the District Engineer following approval of the required submissions and a successful preconstruction conference.

B. Responsibilities within the Division of Highways.

1. Utility Section - Utility franchise

2. Materials and Research Section - Source of supply
Materials testing

3. District Engineer - Preconstruction conference
- Street construction schedule
- Construction inspection
- Utility permits

4. Subdivision Engineer - Construction agreement
- Construction access plan
- Cost estimate
- Security agreement

C. Advanced Permission to Construct Subdivision Streets

1. Purpose - This procedure is intended to permit developers to proceed with clearing, grading and utility placement prior to final approval of subdivision street construction plans.

2. Procedure - The following instructions outline the approval process for Advanced Permission to Construct Subdivision Streets.

a. A subdivision plan is recorded in accordance with the requirement of the county.

b. A semi-final street construction plan is prepared in accordance with DelDOT Subdivision Regulations and submitted to the District Engineer with Application for Advanced Permission to Construct Subdivision Streets.

Application is to include:

- Semi-final Construction Plans (Five copies)
- Utility Plans (one copy)
- Copy of recorded Subdivision Plan
- Draft Security Agreement (to be executed after review by District)

c. District reviews and approves Application.

d. DelDOT issues letter to proceed with "advanced construction". The District may require a preconstruction conference.

- e. Developer proceeds with advanced construction at their own risk pending approval of construction plans by DelDOT.
 - f. DelDOT Subdivision Section proceeds with plan review and issues letter of plan approval upon satisfactory completion of the plans by Developer.
 - g. Developer submits (5) five sets of approved plans and (1) one set of Mylars bearing the seal and signature of the engineers or surveyors licensed to practice in Delaware who is responsible for the design.
 - h. Plans are signed by the Subdivision Engineer and forwarded to the District.
 - i. District issued notice to proceed with remaining street construction.
3. Applications Form - The Application Form included at the end of this Section has been developed for this procedure. Exhibit A of the Application is extremely important in that it includes the calculation for the security indemnifying the construction, the completion date of the work and the street contractor.
4. Security Agreements - The three standard types of securities are permitted and are found in the Construction Security Section of these Regulations.
- a. Letter of Credit
 - b. Certified Check or Escrow Agreement
 - c. Surety Agreement

Inspection

- A. The developer shall provide the District Engineer or his representative, access to all parts of the work and furnish such information and assistance as is required to make a complete and detailed inspection as described in the current Department of Transportation Standard Specifications.
- B. During construction, the developer shall provide the District Engineer or his representative with at least two (2) working days notice of all major construction activities. These activities shall include, but are not limited to the following.
- 1. Installation of utilities
 - 2. Installation of drainage pipe and all major structures
 - 3. Test rolling of the subgrade

4. Placement of base material
5. Placement of curbing
6. Placement of paving material (underground utilities must be installed and utility permits closed out prior to placement of paving and seeding)

C. All materials shall be inspected, tested and approved before being incorporated in the work in accordance with Section 106 of the Standard Specifications.

D. Streets constructed with less than 3" of hot mix will be subject to inspection in accordance with the End Result Specification (i.e. pavement coring) as defined later in this section. This is a supplement, not a substitute, for normal inspection procedures.

E. The Developer shall request a final inspection when all work is complete. The District Engineer or his representative may then schedule a final inspection which will be conducted by the District. Division of Highways personnel, accompanied by the developer and/or his contractor, and representatives of the appropriate County Public Works or Engineers Office, shall inspect the site and determine those items of work, if any, that must be either completed, replaced or repaired.

The District Engineer will then provide the developer with a punch list of the remaining work within ten (10) working days. The punch list will include required letters or documents indicated under Acceptance. Should the developer fail to request a final inspection the District Engineer may at his sole discretion provide to the developer a punch list of the remaining work to complete the streets.

Acceptance

A. On completion of the following work the District Engineer will recommend that the streets be accepted into the highway maintenance system:

- Installation of street signs and traffic regulatory signs to the satisfaction of the Division of Highways.
- Receipt of an "as built construction plan".
- A letter from the County stating that all work required by the County is complete.
- A statement from the developer releasing the Division of Highways from any claims as a result of any unpaid bills or obligations.

B. The "as built construction plan" shall be a print of the approved construction plan annotated in red to show all revisions necessitated by field conditions. The developer's engineer shall prepare this plan and submit it to the

District Engineer or his representative prior to the issuance of the letter recommending acceptance.

C.A letter from the Department of Public Works (in New Castle County) or the County Engineer's Office (in Kent and Sussex Counties) stating that all features within their control or stipulated during their review of the subdivision have been satisfactorily constructed. This must be submitted to the District Engineer or his representative prior to the issuance of the letter recommending acceptance.

D.The attached affidavit releasing the Division of Highways is to be fully executed and furnished to the District Office prior to the issuance of the letter recommending acceptance. A sample affidavit is shown at the end of this section.

E.Following completion of street construction and submission of required documentation to the satisfaction of the District Engineer, the Subdivision Manager will prepare and "Acceptance Drawing and an Acceptance Statement" and recommend acceptance of the streets. The Subdivision Engineer acting on behalf of the Director of Highways will approved the acceptance for the Department.

F.On acceptance of the streets into the State maintenance system an entrance permit shall be required for each new entrance to the street. The permittee shall be responsible for damage to the curb, gutter, shoulders and drainage affected by his construction.

G.A utility franchise will be issued for each utility within the dedicated right-of-way following street acceptance.

H.Should the developer elect to request the Department to assume the responsibility for completion of unfinished street segments in order to obtain VA and FHS Mortgages, the developer shall be required to furnish a 150% completion guarantee to the Division of Highways for the unfinished street segments on a form approved by the Division of Highways. To qualify for the acceptance of a 150% completion guarantee the following conditions must be met:

- The streets cannot be completed due to limitations caused by weather as set forth in the Standard Specifications or limitations found in the Department paving policy as it relates to the placement of the final wearing course.

-The following aspects of the street construction have been completed to the satisfaction of the Department when required on the approved construction plans:

1. Drainage structures are in place.
2. Integral curb and gutter is in place.
3. The Type B Hot Mix binder course is in place on collector streets.
4. The stone base course is in place on minor streets

-Prior to the approval of the 150% completion guarantee, the developer will request an inspection of the unfinished streets by the Department. As a result of this inspection, the developer's contractor will prepare an itemized cost estimate of the actual cost to complete the unfinished work. The estimate shall include an item for contingencies in the amount of 50% of the estimated cost. The 150% completion guarantee will be based on the estimate cost for completion plus 50% for contingencies.

-The completion guarantee is to be indemnified by a three party construction agreement between the street contractor, the developer and the Department. This agreement will provide that the street contractor shall complete the unfinished street segments to the satisfaction of the Department on demand of the developer or the Department by a given date written in the agreement.

I. In subdivisions where residential streets and cul-de-sacs have been completed and the collector street serving them is complete except for the final lift of hot-mix, the Developer may submit the completed residential streets and cul-de-sacs for acceptance. In addition to the criteria given above, the Developer must also provide:

- A 150% security for the cost to complete the collector street; and
- A letter from the District office recommending acceptance of the submitted streets.

Road Number Assignments

The Subdivision Section will assign a subdivision number to the subdivision following acceptance by the Department.

End Result Specification For Bonded Subdivision Hot Mix Streets

Summary

1. Objective:

This procedure attempts to assure a longer service life from a subdivision street pavement by establishing State acceptance of any street where evaluation of cores reveals inadequate pavement thickness. It assigns responsibility for thickness control to the Developer provides a standard method to evaluate the constructed thickness, requires adequate correction of any discovered unacceptable deficiencies within limits established by a standard procedure, and provides for follow-up evaluation of any needed corrections.

2. Scope:

A.Measurement. The State will evaluate the thickness of the pavement by taking core samples from the pavement. At least one core will be obtained and measured for every 200 foot length of pavement. Core samples will be located by the State at randomly determined coordinates.

B.Tolerance. The thickness of the core must have a thickness no less than 1/8 inch thinner than the approved design thickness. Recheck of critical sample measurements will be made routinely; the Developer may request additional cores. The limits of the unacceptable areas will be established by standard guidelines based on the results of the core measurements.

C.Action. All unacceptable segments require adequate correction; generally an overlay to produce acceptable pavement thickness, or removal and replacement with proper pavement thickness will be required. A recheck of the corrected area will be performed. Only segments represented by cores with adequate thickness may be considered for State acceptance.

Background

1. Objectives:

In adequate pavement thickness, less than the approved design thickness, has been determined to be the major cause of early failure of subdivision streets. Other factors that influence the expected life of a street include hot mix material quality (gradation and asphalt content), degree of hot mix compaction, quality of the base layer (material, thickness, and degree of compaction), subgrade conditions (stability and moisture content), traffic loading, and environmental effects. Most of these other factors, however, have already taken into account during pavement design or are checked during construction. In addition, they generally are less significant, are most difficult to measure, and/or are less controllable than the thickness of the hot mix.

This acceptance procedure assigns the responsibility of maintaining the thickness of the hot mix to the party who can best control it: The Developer. The procedure clearly requires the design thickness, describes how the pavement thickness will be checked, and outlines detailed standard action that is required when areas of unacceptable thickness are discovered.

The checking technique takes into account the inherent variability of the measuring of the thickness. If the checking technique indicates less than acceptable thickness, all substandard work represented by the checking technique must be corrected. The areas of correction must also be evaluated and be determined to have adequate final thickness before they can be considered for State acceptance.

2. A. Measurement

The candidate pavements must be evaluated in a nonbiased manner using procedures which will accurately represent the actual pavement thickness. The most convenient procedure, used routinely for concrete pavement thickness determination, is random location coring through the in place pavement; the measured lengths of the cores (minimum diameter of 2 inches) represent the pavement thickness.

Since failures are expected to occur first at the weakest areas, these areas are of prime concern. However, there is no known, convenient method to consistently locate the thinnest areas. Locations must be chosen in some manner that would provide reasonable samples to represent the actual conditions.

The entire development's pavement thickness cannot be represented by a single core, nor should an excessive number of cores be made. A reasonable area represented by a single core should be no greater than a 200 linear foot segment of pavement. The streets of each development would be divided into approximately equal segments of pavement no longer than 200 feet. One sample would be taken from each segment to represent that segment.

The location of the sample within each segment, with regard to both the coordinate distance along the length of the street and the coordinate distance from the centerline of the street, should be randomly selected. While the random sampling technique does not assure locating the thinnest sections, it does provide the most unbiased location for the sample to be taken. If a thin section of pavement exists, the random sampling technique has an equal probability of finding it as any other sampling technique. Additional cores may be taken if evidence of failure is indicated.

2. B. Tolerance

Since it is nearly impossible to construct a hot mix pavement with absolutely no variation in thickness, the sample cannot accurately represent the thickness of the entire segment of pavement it is supposed to represent. There is also a variation possible among separate measurements of the same sample. Therefore, due to many sources of variation, the measured thickness of the sample may be either thicker or thinner than the actual thickness of the remainder of the segment.

Since it is important to construct at least the full design thickness, no tolerance should be provided to compensate for possible variation in the materials or in the construction process. The Developer should anticipate these possible variations by setting a target thickness that exceeds the design thickness by a sufficient amount to assure meeting the design thickness requirement at all locations.

Since it is important to be sure that corrections are needed, all segments with cores showing less than acceptable thickness will be re-checked. Another core sample will be obtained at another random location within the suspect segment. Should this core sample also indicate a lack of adequate thickness, this segment will be considered having unacceptable thickness. Should this core sample indicated adequate thickness, one additional core will be obtained at a location midway between the first two cores. The majority of the core measurement results shall be considered to be

the status of the segment's thickness acceptability. The State reserves the right to obtain additional cores at any location in the candidate pavement.

An area of unacceptable thickness may not extend the full 200 feet of the segment's length, or it may extend even further. Determination of the actual limits of inadequate pavement thickness could become an extensive endeavor. Rather than expend excessive investigative efforts, the unacceptable area will be assumed to extend full width and 100 foot in each direction from each core indicating inadequate thickness. If another core has been obtained in this area and has acceptable thickness, the area judged as unacceptable will stop at that point. If the adjacent segment has also been judged as unacceptable, the unacceptable area will be continuous through each segment judged as unacceptable.

If the Developer believes that additional cores are needed, he may request the Department to make additional cores at general locations he designates. If these cores indicate acceptable thickness, there will be no cost for making these borings and they will establish areas not requiring correction. However, if for each core which indicates unacceptable thickness, the Developer will be charged \$30.00.

2. C. Action

Since the purpose of this acceptance procedure is to prevent the acceptance of pavements thinner than design requirements, all areas found to be thinner than acceptable must be corrected prior to State acceptance. Therefore only a one-to-one comparison of each isolated segment's sample thickness to the design thickness requirement should be performed; the average of the measurements of several segments is not relevant to the pavement's overall strength.

Adequate corrections must be made to all segments having unacceptable thickness. Various factors influence what correction procedure will be most effective: the amount of thickness needed to produce an acceptable pavement for each segment; the number of segments (and percentage of the total pavement) found unacceptable; the relationship of the unacceptable segments to each other in terms of location; the presence of curb and gutter; etc. The party best able to determine economic and aesthetic options for correcting unacceptable segments should be the Developer. The solution, however, must be approved by the Department prior to execution.

Generally, only two main options are feasible: removing and replacing; and overlaying. When overlaying is performed, the overlay should be full street width over the unacceptable area and should terminate in a butt joint at least 50 foot on either side of the unacceptable area. Care must be taken to maintain the proper cross slope and otherwise provide for proper surface drainage. A Type D hot mix material may be the most effective material for a very thin overlay (minimum = 3/4 inch) since a Type C hot mix must be at least 1 inch thick.

The corrections made must produce a pavement that will be of acceptable thickness when the pavement is rechecked using the same random technique that was used initially.

RELEASE FROM LIABILITIES

As a condition of the acceptance for maintenance by the Division of Highways of the following streets in the subdivision known as

located in _____ County, I, as owner and developer do hereby release and save harmless the State of Delaware, Department of Transportation (STATE) from any and all manners of action, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims and demands what so ever in law and equity and further agree to assume the defense of any claims and pay any and all costs legally incurred by STATE in defence thereof arising from any actions by me or my agents or contractors created during the course of construction of the streets hereinafter listed, provided such actions against the State are initiated before acceptance of the streets by STATE or not later than six months after such date of acceptance.

Street Name	From	To	Length
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The undersigned further swears and avers that there are no mechanic's liens or judgments affecting the streets of the subdivisions so listed.

Sworn and subscribed
before me this _____
day of _____, 19____.

Notary Signature

Owner/Developer

Typed Name, Title

Date

LETTER AGREEMENT FOR SUBDIVISION STREET CONSTRUCTION

(Address to Developer)

Reference: (Development Name)
Construction Agreement No. _____

Dear _____:

The final construction plans for the streets in _____ are approved. the Department reserves the right to require revisions due to errors or omissions, field conditions or changed circumstances.

You have submitted a request to proceed with construction for the streets listed below:

Development Name _____ County

Street	From	To	Length
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

The approved cost estimate for the streets is \$_____. Please sign this letter agreement and return it along with one of the attached forms of security in the amount of 10% of the approved cost estimate. Additionally we require the following attachments with the security.

- 1.A 22" x 36" mylar reproducible set of construction plans (unless previously submitted).
- 2.A 22" x 36" mylar reproducible title sheet.
- 3.Copy of the construction contract between the Developer and the Street Contractor.

Should the above data not be received within six months,
this approval shall no longer be valid.

Very truly yours,

DIVISION OF HIGHWAYS

Subdivision Manager

APPROVED FOR DeIDOT:

Subdivision Engineer

FOR THE DEVELOPER:

By this letter agreement, we hereby agree to:

1. Construct to the satisfaction of the State the streets listed above in accordance with the Construction Agreement for Public Suburban Street Construction with revision date January, 1984 as found in the Division of Highways Rules and Regulations for Subdivision Streets, Section 13, "Inspection and Acceptance" prior to _____ (completion date).

2.No construction shall be initiated until the Division of highways holds a preconstruction Conference and issues a notice to proceed with the work.

Developer

Signature

Typed Name

Position or Title

Sworn and subscribed before me
this _____ day of _____
_____ 19__.

Notary Signature and Seal

CW/____/____

Attachment

cc:

AGREEMENT NUMBER _____

FOR

PUBLIC SUBURBAN COMMUNITY STREET CONSTRUCTION

This AGREEMENT made and entered into this _____ day of _____, 19____ by and between the State of Delaware, Department of Transportation, Division of Highways, as First party, hereinafter sometimes referred to as STATE, and _____ as Second Party, hereinafter sometimes referred to as DEVELOPER, whose address _____ is _____

_____.

WITNESSETH:

WHEREAS, DEVELOPER intends to construct suburban development streets in a public subdivision known as _____
_____, a recorded subdivision in _____
_____ and,

WHEREAS, STATE will assume the maintenance of the suburban streets listed below in this AGREEMENT following the construction by DEVELOPER as approved by STATE.

NOW THEREFORE, for and in consideration of the mutual covenants, hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

1.DEVELOPER shall construct the suburban community streets listed below in accordance with the approved street construction

plans on or before the completion date of _____,
19____:

<u>STREET NAME</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>

DEVELOPER agrees that all construction shall be in accordance with the approved construction plans, the Delaware Department of Transportation Standard Specifications in force on the date of this AGREEMENT. Special Provisions for non-standard construction items and STATE Rules and Regulations for Suburban Streets.

2.DEVELOPER agrees to provide STATE with a Security Agreement in the amount of 10% of the estimated construction cost as approved by STATE for the purpose of indemnifying this AGREEMENT together with 1) a copy of the executed contract between DEVELOPER and contractor, if applicable and 2) a cost estimate for each construction item. The above mentioned items will be herein incorporated and made a part of this AGREEMENT.

3.Prior to the start of construction DEVELOPER shall attend a preconstruction conference scheduled by STATE. No work shall begin within the dedicated right-of-way until a notice to proceed has been issued by STATE.

4.STATE will provide periodic inspection to insure that construction activities are in accordance with approved

plans, specifications and subdivision regulations. DEVELOPER shall provide STATE with access to all parts of the work and furnish such information and assistance as is required by STATE to make a complete and detailed inspection as described in the Standard Specifications. Deficient items found on periodic inspections shall be corrected by DEVELOPER to the satisfaction of STATE.

5. During roadway and street construction DEVELOPER agrees to control traffic in a safe manner in accordance with the Delaware Manual on Traffic Controls for Street and Highway Construction and Maintenance Operations.

6. Installation of utilities shall be in accordance with Division of Highway's Utilities Policies and Procedure Manual. DEVELOPER agrees to coordinate construction with the utility companies in accordance with the requirements of STATE.

7. Regulatory signs and street signs shall be furnished and installed by DEVELOPER in accordance with STATE Rules and Regulations for Suburban Streets and the signing regulatory plan will be furnished by STATE. Sight triangles shall be cleared in accordance with the aforementioned rules and regulations.

8. STATE may require revisions to the construction plans due to errors or omissions, field conditions or changed circumstances.

9. DEVELOPER may make a written request to STATE for revisions to the approved construction plans. Such request, if approved,

shall be approved by STATE prior to the start of the proposed construction revision.

10. Suburban streets and the contiguous highway system shall be kept clear of mud and debris by DEVELOPER as a result of construction activities at all times.

11. DEVELOPER shall request STATE to make semi-final and final inspections when the construction activities are complete. DEVELOPER agrees to complete all work including those items of work listed in the semi-final inspection report to the satisfaction of STATE on or before the Completion Date specified in Section I of this AGREEMENT.

12. Where applicable, DEVELOPER agrees to correct deficient pavement areas as determined from the End Result Specification for Bonded Subdivision Hot Mix Streets.

13. DEVELOPER shall furnish STATE at the final inspection an as-built print of the approved construction plans with revisions annotated in red to indicate plan revisions and a copy of a letter from the County Department of Public Works stating that all construction work required by County has been completed to their satisfaction.

14. DEVELOPER shall save harmless STATE and County from all unpaid bills, debts or obligations of whatever nature owed by DEVELOPER to any person, firm, corporation, subcontractor, supplier or the like arising from the suburban street construction.

15. Failure to complete the suburban street construction in accordance with this AGREEMENT shall result in forfeiture of

the security furnished to STATE for liquidated damages and such other action as may be permitted by the State of Delaware Code. Maintenance of the suburban streets listed in this AGREEMENT shall remain the sole responsibility of the DEVELOPER until construction shown on the approved construction plans and approved plan revisions has been completed by DEVELOPER, his heirs and assigns, and accepted by STATE. Following street acceptance, STATE shall be responsible for street maintenance.

16.The DEVELOPER and their heirs, successors, assigns and agents guarantee the streets listed in this agreement against the failure of the pavement or drainage for three (3) years from the date of acceptance by the STATE. This is a good faith guarantee which shall not be cause for the STATE to retain the completion security, but failure to comply may be cause to require a 100% security in future cases.

17.This AGREEMENT constitutes the sole understanding by and between DEVELOPER and STATE and nothing outside this AGREEMENT shall be construed as an alternation, modification and/or revision hereof. This AGREEMENT shall not be modified except in writing subscribed by both parties.

IN WITNESS WHEREOF, the parties hereunto have caused this

AGREEMENT to be executed in triplicate, the date first above written.

FOR THE STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

WITNESS:

Subdivision Engineer

FOR THE DEVELOPER

WITNESS:

Typed Name

Signature

Title

Sworn and subscribed before
me this ____ day of
_____, 19____

Notary Signature

CONSTRUCTION AGREEMENT

FOR PUBLIC

INDUSTRIAL PARK STREET CONSTRUCTION

AGREEMENT NO. _____

This agreement made this _____ day of _____, 19____, by and between the State of Delaware Department of Transportation, hereinafter called STATE and _____ whose address is _____ hereinafter called DEVELOPER and _____ whose address is _____ hereinafter called ENGINEER.

WITNESSETH THAT

WHEREAS, the DEVELOPER intends to complete the construction of the following streets in the public subdivision known as _____, a recorded subdivision in _____ County in accordance with the provisions of this Agreement on or before _____, 19____:

<u>STREET NAME</u>	<u>FROM</u>	<u>TO</u>	<u>LENGTH</u>

WHEREAS, the ENGINEER shall provide construction inspection to insure that street construction is in accordance with the Plans, Specifications and this Construction Agreement.

WHEREAS, the STATE will assume the maintenance of the streets listed in this Agreement following the construction and the 3 year waiting period as approved by the Division of Highways.

NOW THEREFORE, the parties hereby agree as follows:

- 1.The DEVELOPER shall provide the STATE Two (2) reproducible sets of the approved street construction plans prepared in accordance with the requirements of the Division of Highways on 23"x36" mylar for the streets listed in this Agreement. The DEVELOPER agrees that all construction shall be in accordance with these construction plans, the Delaware Department of Transportation Standard Specifications and Supplemental Specifications (Standard Specifications) currently in force on the date of this Agreement, Special Provisions for non standard construction items and the Division of Highway's Rules and Regulations for Subdivision Streets.
- 2.Prior to the start of construction, the DEVELOPER shall submit and obtain approval from the STATE of the following items:
 - Copy of the contract between the DEVELOPER and Contractor.
 - Cost Estimate for each construction item

-Security Agreement in the amount of 10% of the estimated construction cost as approved by the STATE.

3. Prior to the start of construction, the DEVELOPER shall attend a preconstruction conference with the STATE. No work within the dedicated right-of-way shall begin until a notice to proceed has been issued by the STATE.
4. The ENGINEER acting on behalf of the STATE will provide sufficient inspection to insure that the construction is in accordance with the approved plans, specifications and subdivision regulations. The DEVELOPER shall provide the ENGINEER with access to all parts of the work and furnish such information and assistance as is required by the ENGINEER to make a complete and detailed inspection as described in the Standard Specifications.
5. During street and road construction the DEVELOPER agrees to control traffic in accordance with the Delaware Manual on Traffic Controls for Street and Highway Construction and Maintenance Operations.
6. Installation of utilities shall be in accordance with Division of Highways Utilities Policies and Procedure Manual. All utilities with exception of service laterals shall be located behind the curb or when curbs do not exist outside the travel lane. The DEVELOPER agrees to coordinate the construction with the utility

companies in accordance with the requirements of the STATE.

7. Regulatory signs and streets signs shall be furnished and installed in accordance with the Division of Highways Rules and Regulations for Subdivision Streets and the signing regulatory plan to be furnished by the Division of Highways. Sight triangles shall be cleared in accordance with these rules and regulations.
8. The STATE may require revisions to the construction plans as required by field conditions.
9. The DEVELOPER may request revisions to the approved construction plans by making a written request to the District Engineer. Such request shall be approved by the STATE prior to the start of construction of the proposed revision.
10. Interior streets and the contiguous highway system shall be kept clear of mud and debris as a result of construction activities at all times.
11. The DEVELOPER shall request the ENGINEER and DelDOT personnel to make the first final inspection when the construction is complete. The DEVELOPER agrees to complete all work to the satisfaction of the ENGINEER including those items listed in the first final inspection report within the time specified.
12. The DEVELOPER shall furnish the ENGINEER at the first final inspection a print of the approved construction plan annotated in red to show all revisions

necessitated by field conditions and a copy of a letter from the County Department of Public Works stating that all construction as required by the County is complete.

13. After a period of 3 years from the date that the ENGINEER has provided the Department with written certification that construction has been completed in accordance with the plans and specifications, a second final inspection shall be held by the ENGINEER and DelDOT personnel to determine eligibility of acceptance of streets into the Department's maintenance system. During the 3 year waiting period the 10% security will remain in effect.

14. The DEVELOPER shall save harmless the STATE from all unpaid bills, debts or obligations of whatever nature owed by the DEVELOPER to any person, firm, corporation, subcontractor, supplier or the like arising from the construction.

15. This agreement shall become void if the DEVELOPER fails to obtain a Notice to Proceed within two (2) years of the date of plan approval for street construction.

16. Failure to complete the street construction in accordance with this Agreement may result in forfeiture of the security furnished the STATE for liquidated damages and such other action as may be permitted by the Delaware Code.

17. On completion of all aspects of the construction to the satisfaction of the ENGINEER, the ENGINEER shall provide a written certification to the Department that

the construction has been completed in accordance with the plans and specifications. The certification shall be accompanied by an as built plan prepared in accordance with the requirements of Section 13 of Rules and Regulations for Subdivision Streets.

18.The DEVELOPER, his heirs or assigns shall be responsible for maintenance of the streets listed in this agreement during construction and for a period of 3 years after completion of the construction.

19.DEVELOPER shall at no cost to the STATE reimburse the ENGINEER for all costs of inspection services required by this agreement.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed in duplicate, the day and year first above written.

DEPARTMENT OF TRANSPORTATION

Subdivision

DEVELOPER:

ATTEST:_____

BY:_____

ENGINEER:

ATTEST:_____

BY:_____

**APPLICATION FOR ADVANCE
PERMISSION TO CONSTRUCT
SUBDIVISION STREETS**

DEVELOPMENT NAME

COUNTY

DATE

We, _____, whose address is _____
Name of Developer

_____ hereby
make application tot he Delaware Department of Transportation for
advanced permission to construct the streets listed herein to the
satisfaction of the Department, in accordance with DelDOT's Rules
and Regulations for Subdivision Streets and the specific
conditions found on attached Exhibit A and Exhibit B.

Enclosed find the following items:

1. Copy of Approved Record Plan of Subdivision
2. Five (5) copies of Semi-Final Construction Plans
3. Utility Plan - List Utilities Involved
4. Approved Sediment Control Plan
5. Draft Security Agreement (to be executed after review
by District).
6. Completed Construction Agreement, Exhibit B,
(Developers Section Only)

Construction shall be limited to clearing, grading and
placement of utilities until we have final approval of the plans
submitted with this Application. We acknowledge that all work
prior to receipt of a notice to proceed with remaining
construction is at our risk and agree to make all roadway and
utility changes at our expense as a result of design revisions
that DelDOT may require during the course of plan review.

FOR THE DEVELOPER

Date

Typed Name

Title

FOR THE DEPARTMENT OF TRANSPORTATION

Date

EXHIBIT A

STREET CONSTRUCTION AND SECURITY DETERMINATION

Development Name	County	Date
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1. Security Determination:

Unit Value of Security per Linear Foot:

	<u>Curbed Section</u>	<u>Uncurbed Section</u>
Minor Street -----	\$10.00	\$7.00
Minor Collector Street -	15.00	12.00

Street	Limits	Length	Unit Value	Security
	From To	L.F.	of Security	Amount
	(Sta.) (Sta.)		(Dollars/L.F.)	(Dollars)

Sub-Total _____

*Add 10% of estimated cost of new
Highway entrance shown on the plans _____

TOTAL _____

*For Major Entrances a 150% Security may be required.

2. Street Construction:

.Completion Date: _____

.Type of Security:

Letter of Credit _____, Escrow _____, Bond _____

.Street Contractor: _____

(Name)

(Address)

EXHIBIT B

CONSTRUCTION AGREEMENT NUMBER _____

Development Name

County

For the Department of Transportation:

Final approval for the complete construction of the
aforementioned streets on Exhibit A will be granted upon
execution of Exhibit B Construction Agreement Number _____)
and the approved mylar construction plans.

APPROVED FOR DELDOT:

Subdivision Engineer

FOR THE DEVELOPER:

By this letter agreement, we hereby agree to:

1. Construction to the satisfaction of the State the
aforementioned streets on Exhibit A in accordance with
the Construction Agreement for Public Suburban Street
Construction with revision date January, 1984 as found
in the Division of Highways Rules and Regulations for
Subdivision Streets, Section 13, "Inspection and
Acceptance" prior to _____(completion date).

2.No construction shall be initiated until the Division of Highways holds a Preconstruction Conference and issues a notice to proceed with the work.

Developer

Signature

Typed Name

Position or Title

Sworn and subscribed before me
this _____ day of
_____, 19____.

Notary Signature and Seal